

UNIVERSITY OF OKLAHOMA
REQUEST FOR PROPOSAL

Training Development Services for Active Learning,
Problem Solving, and Team-based Instructional
Activities

PLEASE MARK ALL PROPOSAL
SUBMISSION ENVELOPES WITH
THE BELOW INFORMATION:

RFP NO. # R-5055-06

DATE ISSUED: 8/26/05

DATE CLOSED: 9/23/05 ADDITIONAL VENDORS MAY RESPOND

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PART I

SCOPE OF WORK

The Board of Regents of the University of Oklahoma by and through University Outreach / College for Continuing Education's Center for Public Management, invite contract proposals from qualified Vendor/Contractor(s) to provide services through Fiscal Year 2009. Interested Vendor/Contractor(s) should submit a specific proposal using this Request for Proposal (RFP) as a guideline. A contract may result from this solicitation. The requirements for the contract are set forth in this request and interested Vendor/Contractor(s) are requested to respond on a point by point basis as to how they would accomplish or meet the specified requirements. The contract will be awarded to the Vendor/Contractor(s) whose proposals are considered in the best interests of the University. The vendor selected must be able to adhere to project schedules and timelines. Additional Vendor/Contractor(s) may be added to this contract, post award, as required.

INTRODUCTION

1.1 General

The goal of this RFP is to identify and select the vendor(s) who will produce the greatest overall quality and value for the University. The result of this RFP will be to create an approved Vendor list. Being accepted as an approved Vendor does not guarantee that the Vendor will receive work from the University. Vendor/Contractor(s) are encouraged to respond to work listed in Section III.

1.2 Organization of RFP

This RFP is organized as follows:

Part I -	Introduction
Part II -	Terms and Conditions
Part III -	Specifications
Part IV-	Signatures
Part V-	Appendices

1.3 Terms and Conditions

The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

1.4 Specifications

The specifications in Part III must be responded to on a point by point basis so the University can evaluate how the Vendor/Contractor(s) plans to meet these requirements. Vendor/Contractor(s) must use RFP numbering schemes in their responses to allow for efficient evaluations. Failure to provide this information may result in rejection of the response.

1.5 Schedule

The following schedule will apply to this RFP Project:

Date:	Process:
8/26/05	Issue RFP
As Applicable	Pre-Bid Meeting
Open	RFP Closes
Within 10 business days of RFP Response	Vendor Orientation
After vendor orientation is complete	Award Notification

1.6 Inquiries

Direct all inquiries relative to the terms, conditions and specifications listed herein to:

Karin Ford
Center for Public Management
226 W. Gray Street, 2nd Floor
Norman, Oklahoma 73069
405 325-0588
FAX 325-7139
krford@ou.edu

Florian Giza
Purchasing Department
2750 Venture Drive
Norman, Oklahoma 73069
405-325-5090
FAX 360-0481
Florian-giza@ouhsc.edu

Questions concerning this RFP should be submitted in writing (facsimile acceptable) and submitted at the above address and phone numbers.

Supplemental instructions and responses to questions, if any, issued by the University, shall be in written form and sent by email (or facsimile transmission) to all Vendor/Contractor(s) on the original mailing list. Failure of any Vendor/Contractor(s) to receive any supplemental instructions or responses to questions shall not relieve the Vendor/Contractor(s) from any obligation under the proposal as submitted. University has no liability to the Vendor/Contractor(s) for failure of any Vendor/Contractor(s) to receive any supplemental instructions or responses to questions. All addenda so issued shall become an integral part of this RFP.

1.7 Proposal Submission Format

- 1.7.1 An original and three (3) copies of the proposal will be submitted.
- 1.7.2 Vendor/Contractor(s) must provide a complete point by point response to all requirements listed.

1.7.3 All pricing will be submitted as Best and Final offers.
Vendor/Contractor(s) will not be allowed to modify pricing proposals after the proposal opening.

1.7.4 All required signatures must be affixed in Part IV.

1.7.5 Proposals will be submitted to:

Procurement Services Department
University of Oklahoma
2750 Venture Drive
Norman, Oklahoma 73069

1.7.6 Proposal envelopes will be marked:

RFP No.: R-5055-06
Closing Date: 9/23/05 Additional vendors may respond

1.7.7 Proposals must be original and hard copy. FAX or electronic proposals will not be accepted.

1.8 Demographics

1.8.1 University of Oklahoma

The University of Oklahoma offers a Vendor/Contractor(s) the opportunity to form an alliance with a university that has a rich history, a record of excellence in academics, a winning tradition in athletics, recent record-breaking achievements and diversity in its student body and alumni.

OU ranks first per capita nationally among all comprehensive public universities in the number of National Merit Scholars in the student body.

OU is the only public university in Oklahoma to be included in the top 10 percent of all U.S. universities in the Fiske Guide to Colleges.

OU has created an Honors College and is developing one of the largest Honors Programs among public universities in the United States with 1,400 students currently participating.

OU is a leader in the innovative use of computers.

All engineering students use laptops in their instruction.

At the Health Sciences Center, computer-aided instruction uses Hippocrates, a curriculum networking and communication tool.

OU now has three supercomputing systems, making possible cutting-edge research in several fields and providing significant, real-world applications such as enhanced severe weather forecasting.

In Athletics:

- Oklahoma has won 19 National Championships and 159 Conference Championships.
- Oklahoma has produced 626 All-Americans and 43 Academic All-Americans.
- Eight athletes have been named Conference Athlete of the Year.
- 13 players or coaches have been inducted into the National Hall of Fame.

The University of Oklahoma ranks among the top 100 college and university endowments in the United States.

The university's endowment has more than quadrupled in the past 10 years and has grown by \$74 million in the past two years.

In addition, OU has had record-breaking growth in the number of alumni and friends giving to the university, increasing from 23,000 to 39,000 over a two-year period.

More than 30 endowed chairs and professorships have been created in the past 28 months.

A recent \$18 million gift to OU is the largest gift to a public university in the United States this year and the third largest gift to higher education in United States this year.

OU faculty continues to break records in externally funded research and training grants. Last year, OU brought in \$110 million, topping the previous year's record \$100 million.

OU has a strong international focus. OU:

- Ranks first in the Big 12 in the number of international students on campus with 1,800 students from 103 countries.

- Ranks first in the Big 12 in the number of exchange programs with more than 80 worldwide.
- Has almost 180,000 alumni residing in 50 states and 120 countries.

1.8.2 Center for Public Management

The Center for Public Management (CPM) is a department within the University of Oklahoma. The mission of the Center for Public Management is to transform lives through knowledge by providing highly effective quality and customized solutions enabling our partner organizations to fulfill their mission.

Training and Development

Learning is a continuous process. The Center for Public Management is dedicated to providing quality economical solutions that help to meet the dynamic needs of varied educational environments and organizations. Our experienced staff has dedicated itself to understanding the unique needs of public sector organizations and their workforces.

E-Business

Services we provide at CPM include consulting, custom software application, data warehousing, OLAP solutions, technical training, web design and e-learning. Our E-Business staff always strives to work with customers as a team in developing robust and scalable solutions that meet customer's needs.

Research & Analysis

We help organizations improve performance through systemic analysis of current and desired business processes and the documentation of outcomes.

Consulting & Organizational Development

CPM provides comprehensive program management services for public and private sector organizations. These services range from the establishment of program objectives to the application and tailoring of best practices, as well as providing on-site management and technical skills to execute all phases of the program effectively. We work with our clients as partners to achieve their mission.

Outreach

The Center for Public Management partners with organizations to reach out to businesses and communities. We find innovative and collaborative ways to secure the necessary resources to provide timely and efficient results. We develop and maintain the structures, processes and resources to achieve and support the mission of our partners.

1.9 Definitions

Request for Proposal (RFP) - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

Vendor/Contractor - For purposes of this RFP, "Vendor/Contractor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified in the section titled "Detailed Specifications."

Successful Vendor/Contractor - Any vendor or contractor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.

Respondent - Same as Vendor/Contractor.

Provider - Same as Vendor/Contractor.

Supplier - Same as Vendor/Contractor.

Customer - Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.

Proposal - The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.

Proprietary Information - Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion.

Response - Same as Proposal.

Vendor's Proposal - Same as Proposal.

Vendor's Response - Same as Proposal.

University - For purposes of this RFP, the scope of the term "University" is described in the paragraph titled "Scope" within the section titled "Terms and Conditions."

PART II TERMS AND CONDITIONS

2.1 General

The below terms and conditions will govern in the submission and evaluation of RFPs and inclusion to the approved vendor list. Vendor/Contractor(s) are requested to carefully review the below terms and conditions.

2.2 Contract Status

The response to this RFP will be considered as an offer to contract. Final negotiations on the evaluated offer will be conducted to resolve any minor differences and informalities. After final negotiations, an acceptance of the RFP offer will be issued by the University in accordance with paragraph 2.2.1 below.

2.2.1 Contract Format: Once a Vendor is actually assigned work, a Work Plan(s) will be developed. This RFP, the response thereto, and the resulting Work Plan(s), plus all additional written and signed agreements and stipulations resulting from negotiations, will constitute the final contract.

2.2.2 Contract Termination for Cause: The University may terminate any resulting contract for cause and provide a Show Cause Letter to the Vendor/Contractor(s) citing the instances of noncompliance with the contract.

2.2.2.1 The Vendor/Contractor shall have ten (10) days to reply to the Show Cause Letter and indicate the steps they will take to resolve the compliance issue.

2.2.2.2 The Vendor/Contractor shall then have an additional ten (10) days to cure the noncompliance cited in the Show Cause Letter.

2.2.2.3 If the noncompliance is not cured within twenty (20) days of the date of the original Show Cause Letter, the University will terminate the contract.

2.2.3 Contract Modification: All changes to the contract must be agreed to in writing by both parties prior to executing any change.

2.2.4 Contract Assignment or Sub Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

2.3 Request for Proposal Status

- 2.3.1 The University reserves the right to reject any or all proposals and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University.
- 2.3.2 Minor Informalities: The University reserves the right to waive minor informalities in bids.
- 2.3.3 Withdrawal of RFP: Offers may be withdrawn at any time prior to the closing date, but no respondent may withdraw a proposal after that date.
- 2.3.4 RFP Acceptance Period: All offers will remain in effect for a period of 90 days following the RFP opening date in order to allow time for evaluation, approval, and issuance of the Award Notice. All offers will remain firm for the duration of any resulting award.
- 2.3.5 RFP Submittal: Any exceptions and/or alternates must be stated on the RFP form or an additional sheet attached to the proposal form. Failure to provide required data to allow for evaluation of the RFP or failure to complete the RFP form and accompanying documents will be grounds for rejecting the offer.

2.4 Indemnification Requirements

The below listed requirements are **mandatory** for protecting the interest of the University.

- 2.4.1 Hold Harmless: The successful Vendor/Contractor(s) shall indemnify and hold the University harmless from all Vendor/Contractor(s) performance or failure of performance under the resulting contract.
- 2.4.2 Liens: The successful Vendor/Contractor(s) shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Vendor/Contractor(s).
- 2.4.3 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action to enforce the contract shall be in Cleveland County, Oklahoma.
- 2.4.4 Actions of Vendor/Contractor(s): The actions of the successful Vendor/Contractor(s) with third parties are not binding upon the University. The Vendor/Contractor(s) is not a division of the University.

2.5 Pre-Award Presentations and Negotiations

- 2.5.1 Vendor Orientation: Prior to presentations and negotiations, the University will require you to attend a Vendor Orientation. Travel arrangements and other expenses related to attending the vendor orientation will be the sole responsibility of the Vendor/Contractor. Orientation will be presented in the following location, date and time:

Location:	TBA
Date:	TBA
Time:	TBA

- 2.5.2 Pre-Award Presentations: As a part of the evaluation process, the University may require presentations from the highest ranked Vendor/Contractor(s). During these presentations vendors would be asked to provide additional information and/or samples as requested.
- 2.5.3 Pre-Award Negotiations: Prior to award, the University may elect to conduct negotiations with the highest ranked respondents for purposes of:

- 2.5.3.1 Resolving minor differences and informalities
- 2.5.3.2 Clarifying necessary details and responsibilities
- 2.5.3.3 Emphasizing important issues and points
- 2.5.3.4 Receiving assurances from bidders
- 2.5.3.5 Exploring ways to improve the final contract
- 2.5.3.6 Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor/Contractor(s)' overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. The University reserves the right to negotiate with any Vendor/Contractor(s) to arrive at a final decision. Customers of the University cannot be used or contacted with the purpose of securing final award of contract.

2.6 Standard Terms and Conditions:

- 2.6.1 Non-Collusion Affidavit: Oklahoma laws require each Vendor/Contractor(s) submitting a competitive RFP to the State of Oklahoma for goods or services to furnish a notarized sworn Statement of Non-Collusion. Please complete the form in Part IV, Page 21. Equal Employment Opportunity Requirements: In entering into any contract

resulting from this RFP, the bidder agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders. These forms are included in Part IV, Pages 24 through 26.

- 2.6.2 Federal, State, and Local Taxes, Licenses, and Permits: The successful Vendor/Contractor(s) will comply with all laws and regulations on taxes, licenses and permits. The Vendor/Contractor(s) must at his own expense procure and keep in force during the entire period of the contract all such permits and licenses.
- 2.6.3 Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 2.6.4 Prior Course of Dealings: The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 2.6.5 Contract Provisions by Reference: It is mutually agreed by and between the University and the Vendor/Contractor(s) that the University's acceptance of the Vendor/Contractor(s)'s offer shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal and the RFP form except as amended by the University. Any exceptions taken by the Vendor/Contractor(s) which are not included in the University's acceptance will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a Vendor/Contractor(s), the terms and conditions of this Request for Proposal and resulting contract will govern.
- 2.6.6 Sales Tax Exemption: The University of Oklahoma is exempt from State Sales Tax and Federal Excise Tax. The exemption authority is Oklahoma State Tax Code, Title 68, OS 1981, Article 13, Section 1356 and Federal Tax Exempt number 73-73-0163K.
- 2.6.7 Business Relationship Affidavit: Each Vendor/Contractor(s) shall execute and forward a business relationship affidavit with the RFP submittal. The form is provided in Part IV as Page 23.
- 2.6.8 Observing Laws and Regulations: The Vendor/Contractor(s) shall keep itself fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting the rights of his/her employees, and he/she shall protect and indemnify the University, its

officers, and agents against any claims of liability arising from or based on any violation thereof.

- 2.6.9 Warranty: Contractor represents and warrants to University that Contractor has the experience and ability to perform the services required by this Agreement and will at all times faithfully, industriously, and to the best of Contractor's ability, experience and talents, perform all of the duties that may be required of Contractor in a timely manner and with the standard of professional care and skill customarily provided in the performance of such services and pursuant to the express and implicit terms as are set forth in this Agreement and the Work Plan(s).
- 2.6.10 Confidentiality: The Vendor/contractor agrees to keep confidential and not disclose to third parties any information provided by University or Sponsor pursuant to this Agreement unless Vendor/contractor has received prior written consent of University to make such disclosure. Vendor/contractor shall not use, directly or indirectly, for Vendor/contractor's own benefit or for the benefit of another, any University or Sponsor trade secrets, confidential or proprietary information. This obligation of confidentiality does not extend to any information that: is or becomes available to the general public, through no fault of Vendor/contractor; Vendor/contractor can demonstrate, by means of prior written documentation, was in the possession of Vendor/contractor at the time of disclosure by University; Vendor/contractor can demonstrate, by means of written documentation, has been independently developed by Vendor/contractor; is hereafter supplied to Vendor/contractor by a third party having the unrestricted right to so disclose; or is required by law to be disclosed. Provided, Vendor/contractor shall notify University of any impending disclosure of University's confidential information at least five (5) business days prior to such disclosure and give University a reasonable opportunity to review said information before disclosure. This provision shall survive expiration and/or termination of this Agreement. Vendor/contractor shall use Vendor/contractor's best efforts and exercise utmost diligence to protect and safeguard the trade secrets and confidential and proprietary information of University, including, without limitation, any technical, business and/or economic data, records, compilations of information, processes, computer software, and/or specifications whatsoever relating to University and/or University's Sponsors.
- 2.6.11 Intellectual Property: Vendor/contractor agrees that the Contract Services performed hereunder, and paid for with state and/or federal funds, including without limitation, all Vendor/contractor's manuscripts, curricula, videos, instructional materials, and reports developed hereunder and all revisions, editions, and versions thereof in all languages, forms and media now or hereafter known and developed ("Intellectual Property")

or to such other addressee as may be hereafter designated by written notice as provided in this Paragraph. Written notice actually received by a party shall always be effective as of the time of receipt, if a business day, or otherwise on the next business day thereafter.

2.6.13 Publicity: Either party wishing to issue a news release, public announcement, advertisement or other form of publicity concerning its efforts in connection with this Agreement shall give full credit to the role and contributions of the other party hereto and shall obtain the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

2.6.14 Non-Appropriation of Funds: Either party may terminate this contract upon thirty (30) days written notice. Provided however, that in the event funding from the University or the funding agency is reduced or terminated for any reason, University reserves the right to immediately modify or terminate this contract, without further liability, upon written notice to the Vendor/contractor. Upon termination, Vendor/Contractor shall be paid for the pro-rata portion of the services provided hereunder.

2.6.15 Work Plan Cancellation: Any individual Work Plan may be cancelled without prior notice. In the event of cancellation, by University, of any individual Work Plan, the Vendor/contractor agrees that University will reimburse the Vendor/Contractor only for documented actual costs and non-refundable commitments incurred to that point. University is not liable for any additional costs, lost earnings, cancellation fees or damages due to cancellation of the Work Plan.

2.6.16 In the event of any disagreement between the language in the Vendor/Contractor's proposal and that of the RFP and this award notification letter, the language in the RFP and award notification letter will prevail.

2.7 Proposal Evaluation

2.7.1 Proposal Evaluation Criteria: The evaluation of the Proposals will be based upon the below criteria.

The following criteria are for Vendor/Contractor(s) type contracts:

2.7.1.1 Ability to meet specifications as specified in Part III.

2.7.1.2 Responsiveness to RFP terms and conditions.

2.7.2 Client References: Vendor/Contractor(s) shall provide the names and phone numbers and contacts for three (3) clients for which similar work has been completed, if available (not required).

Company Name	Contact Person	Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.7.3 Financial Statement: Vendor/Contractor(s) are required to furnish a copy of their last Annual Report Financial Statement with their proposal.

2.7.4 Information Required: Vendor/Contractor(s) will ensure that all information required herein is submitted with the RFP. Failure to provide this information may result in rejection of the RFP.

PART III SPECIFICATIONS

(To be Completed by Vendor)

3.1 Detailed Specifications

The Board of Regents of the University of Oklahoma by and through University Outreach / College for Continuing Education's Center for Public Management invites interested Vendors/Independent Contractors to submit proposals to furnish the University with training development services. Training Development Services includes the grouping and creation of objectives into courses and lessons. Training courses include active learning, problem solving, inquiry approaches, and team-based instructional activities or projects. The University is interested in purchasing services to produce customized training and off-the-shelf products. This search is to determine qualified content developers, course evaluators, etc. for a variety of topics to be determined. Sample course topics are listed, but this list is not exhaustive. Please submit proposals with course listings for all content areas of expertise and certifications.

3.2 Skills

The University currently requests the following services or skills. Vendors are allowed to bid on one or more of the following services. All services or skills listed will require references. If you have skills and services you are prepared to perform or deliver, but they are not specifically listed below, please list them as "Other".

- 3.2.1 Needs Assessment
- 3.2.2 Course Development- List all courses and certificates/experience with each
- 3.2.3 Off-the-shelf products
- 3.2.4 Course Evaluation and reporting
- 3.2.5 Evaluate Existing Training Curriculums
- 3.2.6 Handbook/Material Development- Participant/Trainer in all formats
- 3.2.7 Testing/Assessment Methodology Training
- 3.2.8 Other

Sample Course Listing:

Legal Training- Provide Law background or certifications
Civil Rights Training
Clerical Skills Training
Combating Negativity Training
Computer Skills Training – specify all software packages
Customer Service Training
Leadership Development Training

Managing Conflict Training
Professional Behavior in the Workplace Training
Professional Development Training
Project Management Training

3.3 Rates

- 3.3.1 Please provide hourly rates and day rates for each tier of one or more skills identified in 3.2. Indicate level of expertise/years of experience in similar environment required of resources proposed at these rates.
- 3.3.2 Identify any rate discounts for contracts.
- 3.3.3 Identify availability of local resources.
- 3.3.4 Identify rates for non-local work. The University will not pay travel expenses. All travel shall be included in the total amount of the Contract award.

3.4 “Extra Work”

Except in emergency conditions as defined by the University, no payment is allowed for “extra work” unless it is authorized by a signed Work Plan(s). The Work Plan(s) shall be completed before the vendor starts the extra work. The plan shall stipulate that the work shall be paid for at the stated unit price or lump sum agreed upon by both parties.

3.5 Work Ordered

Only work pre-approved by University and encompassed in a Work Plan(s) will be reimbursed. Any work ordered directly by an outside funding agency will not be reimbursed by the University.

3.6 Additional Scope of Work

When a Vendor/Contractor(s) from the pre-approved list is awarded work they will be provided with a detailed Work Plan(s). Vendor/Contractor Work Plan(s) will be known as Appendix A and will include project background, role of vendor/contractor, contacts, deliverables and project due dates.

3.7 Project Adjustments

If after receiving a Work Plan(s) a Vendor realizes that they are unable to meet any of the criteria of the Work Plan(s) including deliverables or due date they are required to immediately notify University. Vendor is then required to provide information as to alternative deliverables or best possible delivery date. At that time University has the option to accept the modified Work Plan(s) from the Vendor, negotiate additional changes, or to immediately terminate the Work

Plan(s) with no liability to the University. If no alternate information is provided, the successful Vendor/Contractor(s) will be expected to meet all aspects of the Work Plan(s) as indicated.

PART IV SIGNATURES

- 4.1** The undersigned agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

Signature

Typed name

Title

Company

Address

Address

Phone Number

Fax Number

F.E.I.N. or Social Security Number

Date

Return to:

University of Oklahoma
Purchasing Department
660 Parrington Oval, Room 321
Norman, Oklahoma 73019

SPECIAL NOTE TO PROPOSERS

Oklahoma law requires the notarized affidavit below be obtained from a proposer before certain contracts can be awarded or certain purchase orders issued. Please complete and return.

STATE OF _____)
)§
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath say, that I am the agent authorized by Contractor to submit the attached contract to the State of Oklahoma. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Company name

By: _____
Signature and Title

Company F.E.I.N. _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, Clerk or Judge

My Commission Expires _____, _____.
(SEAL)

PROPOSAL CERTIFICATION FORM

This proposal is submitted in response to Request For Proposal _____ issued by the University of Oklahoma. The undersigned, as a duly authorized officer, hereby

certifies that _____ (name of firm) agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFP.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

(Name)	(Title)
--------	---------

(Name)	(Title)
--------	---------

Signature

Printed

Title

Date

F.E.I.N. or Social Security Number

REPRESENTATIONS

The CONTRACTOR represents that:

She/He [] has or [] has not - employed or retained any person or company to solicit or obtain this Agreement.

She/He [] has or [] has not - been an employee of the University of Oklahoma within the twelve month period pending the effective date of this Agreement.

She/He [] is or [] is not - currently an employee of any agency of the University of Oklahoma.

She/He [] is or [] is not - either a citizen of the United States or a Resident Alien.

I verify that the information provided above is true and complete to the best of my knowledge and belief.

CONTRACTOR

DATE

IMPORTANT: THIS MUST BE READ, SIGNED, AND RETURNED

Certificate of Compliance with Executive Order 11246 (as amended)
for Contracts in excess of \$10,000

In entering into any resulting contract over \$10,000, the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

I. "Equal Opportunity Clause"

During the performance of this/these contract(s) the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- C. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or proposer.

The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for

noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation

with a subcontractor or proposer as a result of such direction by the contracting agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

II. Certification of Non-segregated Facilities

By the submission of this RFP and/or acceptance of purchase order(s) during the above period, the proposer, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The proposer, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

III. Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds \$10,000, the proposer agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

CERTIFICATION

If awarded this contract _____ agrees to comply
(Company)
with the provisions in Clauses I, II and III above.

(Signature) (Title) (Date)

IMPORTANT: THIS RFP MUST BE READ, SIGNED, AND RETURNED

Certification of Compliance with Executive Order 11246 (as amended)
for Contracts in Excess of \$50,000

In entering into any resulting contract over \$50,000, the contractor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements stipulated in Executive Order 11246 as amended. These specific requirements are:

- I. In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees, the contractor agrees to submit Standard Form (EEO-6) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.

- II. If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:
 - A. Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.
 - B. The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and where deficiencies exist along with a time table for each step.
 - C. A table of job classifications.
 - D. Approval by an executive official of the contractor.
 - E. Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:
 - 1. An analysis of minority group respectives in all job categories.
 - 2. An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
 - 3. An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.
 - F. Maintenance of Programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.
 - G. Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Order 14 (revised).

CERTIFICATION

If awarded this contract _____ agrees to comply with the provisions of Clauses I and II above.

(Company)

(Signature)

(Title)

(Date)

CERTIFICATION NOT NECESSARY IF COMPANY HAS LESS THAN 50 EMPLOYEES